

SNDA

After recording, please return to:

~~Vena Bridgeman
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072~~



RETURN TO:
WATKINS LUDLAM WINTER & STENNIS, P A
P. O. BOX 1456
OLIVE BRANCH, MS 38654-1456
(662) 895-2996

INDEX: Lots 5 & 6, Pass Commercial S/D in 2-2-6, PB 101/38.

**SUBORDINATION, ATTORNMENT AND
NON-DISTURBANCE AGREEMENT**

This Subordination, Attornment and Non-Disturbance Agreement ("Agreement") made to be effective this 2nd day of June 2011, by and between DOLGENCORP, LLC., a Kentucky limited liability company ("Tenant"), and, RENASANT BANK ("Mortgagee").

STATEMENT OF PURPOSE

1. Mortgagee is the holder of a deed of trust, dated June 2, 2011 ("Mortgage") on the real estate described on Exhibit A attached hereto and incorporated herein by reference, which Mortgage is recorded in the Office of the Chancery Clerk of Desoto County, Mississippi.
2. Tenant and Ware Properties, LLC., ("Landlord") have entered into that certain lease dated March 28, 2011, (the "Lease").
3. Tenant and Mortgagee desire to confirm their understanding with respect to the lease and the Mortgage.

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants and agreements, together with \$1.00 and other valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged by the parties, Mortgagee and Tenant hereby agree and covenant as follows:

1. The Lease shall be subject and subordinate to the Mortgage and to all renewals, modifications or extensions thereof.
2. Provided Tenant is not in material default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of its terms, covenants or conditions of the Lease to be performed by Tenant, (i) Tenant's rights and privileges under the Lease shall not be diminished or interfered with by Mortgagee; (ii) Tenant's occupancy of the Demised Premises shall not be disturbed by Mortgagee for any reason whatsoever during the Lease term; (iii) Mortgagee shall not in any manner disaffirm the Lease; and (iv) Tenant shall not be named a party to any foreclosure proceeding unless required by state law.
3. If the interests of Landlord are transferred to Mortgagee by reason of foreclosure or other proceedings brought by Mortgagee and Mortgagee succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Mortgagee under all of the terms, covenants and conditions of the Lease for the balance of the Lease Term with the same force and effect as if Mortgagee were Landlord under the Lease, and Tenant does hereby attorn to Mortgagee as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Mortgagee succeeding to the interest of Landlord under the Lease. Tenant shall be under no obligation to pay rent to Mortgagee until Tenant receives written notice from Mortgagee that it has succeeded to the interest of Landlord under the Lease. Tenant may rely on such written notice and begin paying rent to Mortgagee without taking further action and Tenant shall incur no liability to Landlord in the event Tenant relies in good faith on such written notice to begin rent payments to Mortgagee. The respective rights and obligations of Tenant and Mortgagee upon such attornment (including, but not limited to, the disposition of fire insurance proceeds and/or condemnation awards), to the extent of the then remaining balance of the Lease Term shall be and are the same as set forth in the Lease, it being the intention of the parties to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth herein.
4. If Mortgagee succeeds to the interest of Landlord under the Lease, Mortgagee shall assume Landlord's obligations under the Lease and be bound to Tenant under all terms, covenants and conditions of the Lease, and Tenant shall, from and after Mortgagee's succession to the interest of Landlord under the Lease, have the same remedies against Mortgagee for the breach of any provision contained in the Lease after the date of

Mortgagee's succession to the interest of Landlord under the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord.

5. All notices, consents and other communications pursuant to the provisions of this Agreement shall be given and deemed to have been properly served if delivered in writing (i) by certified mail, (ii) by a nationally recognized overnight courier providing signed proof of delivery or refusal thereof, or (iii) by facsimile; provided that a second copy of such notice is given by another method provided for herein on the date of the facsimile notice. Notices shall addressed as follows:

If to Mortgagee:	RENASANT BANK
	6890 COCKRUM STREET
	OLIVE BRANCH, MS 38654
ATTN:	SHAWN CLAYTON
If to Tenant:	DOLGENCORP, LLC.
	100 MISSION RIDGE
	GOODLETTSVILLE, TN 37072
ATTN:	VICE PRESIDENT OF LEASE ADMINISTRATION
with a copy to:	DOLGENCORP, LLC.
	100 MISSION RIDGE
	GOODLETTSVILLE, TN 37072
ATTN:	GENERAL COUNSEL
	FACSIMILE: (615) 855-4663
	TELEPHONE: (615) 855-4000

Date of service of a notice served by mail shall be the date which is three (3) days after the date on which such notice is deposited in a post office of the United States Post Office Department, certified mail, return receipt requested. Date of service by any other method shall be the date of receipt. Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective. Final execution and delivery of this Agreement is in the State of Tennessee and shall be construed in accordance with the laws of the state where the Demised Premises are located, notwithstanding its conflict of laws provisions.

6. The Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect, to the Mortgage and to any and all renewals, modifications and extensions, but any and all such renewals, modifications and extensions shall nevertheless be subject to and entitled to the benefits of the terms of this Agreement.
7. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by both parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

8. Capitalized terms not defined herein shall have the definitions given them in the Lease.
9. Tenant hereby executes and agrees to the provisions of this Subordination, Attornment and Non-Disturbance Agreement as of the date hereof, which approval shall be null and void if a fully executed and recorded original of this agreement shall not be received by Tenant no later than thirty (30) days from the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Agreement to be duly executed on the dates shown hereinafter below.

DATE: May 9, 2011

TENANT: DOLGENCORP, LLC.

BY:

Maurice A. Laliberte

NAME: MAURICE A. LALIBERTE

WITNESS:

Jerry Harper

WITNESS:

Gene Fran

ITS: VICE PRESIDENT OF

LEASE ADMINISTRATION

DATE: June 2, 2011

MORTGAGEE: RENASANT BANK

BY:

J. Shawn Clayton

NAME:

J. SHAWN CLAYTON

WITNESS:

Virginia Betske

WITNESS:

Melvin A. Schmitt

ITS:

DeSoto Division President

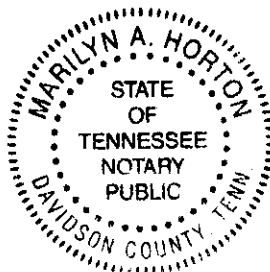
STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Maurice A. Laliberte, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be the Vice President of Lease Administration of Dolgencorp, LLC., a Kentucky limited liability company, and that he as Vice President of Lease Administration, being authorized to do so, executed the Subordination, Attornment and Non-Disturbance Agreement for the purpose therein contained, by signing the name of the corporation by himself as such Vice President of Lease Administration as his own free act and deed.

Witness my hand, at office this 9th day of May, 20 11.

Marilyn A. Horton
Notary Public

My commission: 11/5/14



My Commission Expires NOV 5, 2014

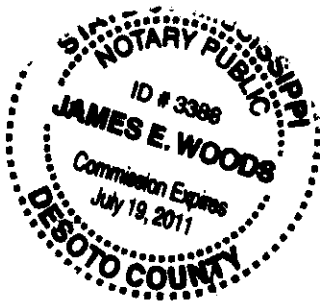
STATE OF Mississippi
COUNTY OF Des. Co.) SS

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that J. SHAWN CLAYTON, whose name as DeSoto Division President of RENASANT BANK, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said RENASANT BANK.

Given under my hand and seal this 2 day of June, 2011.

J. S. Woods
Notary Public

My commission expires: 7-19-11





SMITH & FORSYTHE SURVEYING, INC.

891 RASCO ROAD EAST

SOUTHAVEN, MISSISSIPPI 38671

(662) 393-3347 FAX (662) 393-3346

mark@smithforsythe.com

COMMERCIAL & RESIDENTIAL SURVEYS – ALTA/ASCM SURVEYS – BOUNDARY SURVEYS – TOPOGRAPHIC SURVEYS – ELEVATION CERTIFICATES

BEN SMITH, P.E., R.L.S.
PRESIDENT

MARK FORSYTHE
VICE PRESIDENT

LEGAL DESCRIPTION OF 1.15, MORE OR LESS, ACRES OF LAND BEING KNOW AS LOTS 5 & 6, OF LOTS 3 THRU 6, PASS COMMERCIAL SUBDIVISION (PLAT BOOK 101, PAGE 38); BEING LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 6 WEST, CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI;

BEGINNING AT THE NORTHEAST CORNER OF LOT 6 OF SAID SUBDIVISION; THENCE SOUTH 48 DEGREES 32 MINUTES 56 SECONDS EAST 184.99 FEET TO A POINT; THENCE SOUTH 40 DEGREES 49 MINUTES 04 SECONDS WEST 258.52 FEET ALONG THE SOUTH LINE OF LOT 5 OF SAID SUBDIVISION TO A POINT IN THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 178; THENCE NORTH 49 DEGREES 10 MINUTES 56 SECONDS WEST 200.00 FEET ALONG SAID RIGHT OF WAY TO A POINT; THENCE NORTH 44 DEGREES 07 MINUTES 04 SECONDS EAST 261.00 FEET TO THE POINT OF BEGINNING CONTAINING 1.15, MORE OR LESS, ACRES OF LAND (49,967, MORE OR LESS, SQUARE FEET) BEING SUBJECT TO ALL CODES, REGULATIONS, REVISIONS, EASEMENTS AND RIGHT OF WAYS OF RECORD.